

Where, as here, a default has been entered pursuant to Federal Rule of Civil Procedure 55(a), the factual allegations of the Complaint are taken as true. Plaintiff bought electronics from Defendant Blue Buy You, Inc. for \$119,776.00, but did not receive the products it ordered and for which it paid.

For these reasons, Plaintiff's Motion for Default Judgment is **GRANTED** as to Defendant Blue Buy You, Inc.

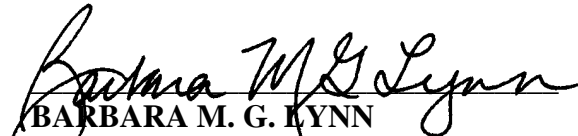
It is therefore **ORDERED, ADJUDGED AND DECREED** that:

- (1) Plaintiff have and recover of and from Defendant Blue Buy You, Inc. the principal sum of ONE HUNDRED AND NINETEEN THOUSAND, SEVEN HUNDRED SEVENTY-SIX DOLLARS (\$119,776.00) for its breach of contract.
- (2) Plaintiff have and recover of and from Defendant Blue Buy You, Inc. Plaintiff's attorney's fees, in the amount of TEN THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$10,750.00), which the Court finds to be reasonable and necessary, and taxable court costs.
- (3) Plaintiff have and recover of and from Defendant Blue Buy You, Inc. interest on the principal amount to date in the sum of TWO THOUSAND, NINE HUNDRED NINETY-FOUR DOLLARS and FORTY CENTS (\$2994.40).
- (4) All sums awarded above shall bear post-judgment interest at the rate of .12% per annum until paid.

All relief not expressly granted herein is denied.

SO ORDERED.

December 1, 2011.


BARBARA M. G. LYNN
UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF TEXAS